

SECOND AMENDMENT
TO
DESIGN AGREEMENT

THIS SECOND AMENDMENT to the Master Design Agreement dated September 18, 2018, is made and entered into on July 23, 2021 (the "Second Amendment") between Cashin Associates, P.C. having an office located at 1200 Veteran's Memorial Highway, Hauppauge, NY 11788, ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was successfully admitted to the Prequalified List for the Request for Qualifications ("RFQ") for Professional Services for Community Development Block Grant-Disaster Recovery (CDBG-DR) Design, Architectural/Engineering ("A/E") and Construction Support Services for Flood Mitigation and Coastal Resiliency Projects released on September 11, 2017; and

WHEREAS, Contractor was a successful bidder pursuant to RFP# 062_004 for CDBG-DR Architectural/Engineering Design Phase Services and Design Services During Construction for Stormwater Retrofit Projects Group 4 - East Boulevard and West Boulevard Project (Project "P") and the Town of Hempstead and Hempstead High School Creek Restoration Project (Project "DD"), in Nassau County released on April 19, 2018; and

WHEREAS, HTFC and Contractor entered into a Master Design Agreement (the "Agreement") on September 18, 2018, and made effective on July 19, 2018, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Master Design Agreement totaled \$750,000.00; and

WHEREAS, HTFC and Design Professional entered into a First Amendment to the Agreement on September 22, 2020 which increased the Total Fee by \$250,000.00 to a new Total Amount of \$1,000,000.00 with no change in Term; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, HTFC seeks to increase the Amount of the Agreement by \$150,000.00 to a new total of \$1,150,000.00; and

WHEREAS, GOSR seeks to extend the Term of the Agreement for an additional one (1) year to July 18, 2022; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to increase the Agreement Amount and extend the Term of the Agreement to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The third and fourth sentences of Section 2(a) of the Agreement are hereby deleted and replaced with the following:

“Notwithstanding the foregoing, the Design Professional agrees that in no event will HTFC pay to the Design Professional more than \$1,150,000.00 for the services under all applicable Work Orders under this Master Design Agreement. For the avoidance of doubt, the total Fee for all Services to be performed pursuant to this Agreement **shall not exceed \$1,150,000.00** without a properly and fully executed modification/Amendment placed against this Agreement, together with a fully executed Change Order to the applicable Work Order(s).”

2. Section 8 (a) (i) is hereby deleted and replaced with the following:

“**Period of Performance.** Design Professional will perform the Services set forth in all applicable Work Orders under this Design Agreement during the period:

July 19, 2018 through July 18, 2022.”

3. All other terms and conditions, including appendices, attachments, exhibits, riders, and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Second Amendment on the day and year first above written.

Cashin Associates, P.C.

By: 

Name: JAMES A. SKARYS

Title: SC. VICE PRESIDENT

Date: July 19, 2021

Housing Trust Fund Corporation

By: 

Name: Emily Thompson

Title: Acting General Counsel,

Governor's Office of Storm Recovery

Date: 7/23/2021